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A HANDBOOK FOR
NON-SENATE FACULTY.**



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SURVIVAL AT UC:

**A Handbook for
Non-Senate Faculty**

Published by University Council-
American Federation of Teachers

January 1987

UC-AFT
P.O. Box 12911
La Jolla, CA 92037-0690
(619) 273-0428

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Preface

We're pleased to present you with this first-ever edition of *Survival at UC: A Handbook for Non-Senate Faculty*. Years ago the University Council-American Federation of Teachers (UC-AFT) created a similar guide for Assistant Professors at the UC; it succeeded, and we continue to distribute it today. We hope this handbook does as well in clearing confusion, prompting creative activity, and increasing understanding. We've tried to explain how the union contract affects your working conditions. To do so adequately, we have addressed many of your professional concerns as well. We feel that as educators our working conditions are inseparable from what we do in classrooms across the state. We have argued this at the bargaining table in the past, and we will do so in the future. Thus, you will read not only about contract language, Articles, rights, and grievances but also about how and where to locate funds for professional development, instructional activities, and travel.

Just as the contract under which you work changes annually, so too will this handbook. Your suggestions will have considerable weight in shaping future editions, and we welcome them. Please take time to read the handbook and then later, as you continue to use it, send us your written comments.

We know that for Non-Senate faculty the University is not an entirely friendly place. Too often you are neglected or, worse yet, isolated and excluded. Your teaching and instructional accomplishments and growth may go unappreciated. Perhaps classroom activity takes a backseat to research. Your colleagues in the UC-AFT understand this situation. We strive to change the status quo, not codify it. This is done in part within the annual contract reopener negotiations and also by working within the structure of the campus local. Exciting things are possible, and we look forward to making the University of California a better place by improving the lot of a significant number of its teachers. We hope you will join us in this effort. A membership form is enclosed. Dues are a bargain – less than 1% of your salary – and we hope you'll look on membership as an educational/occupational insurance policy.

Gary Adest, Ph.D
Executive Director, UC-AFT

INTRODUCTION

Today about one-third of all the college and university faculty in the United States are on temporary, part-time, or non-tenure-track appointments. The percentage is about the same in the University of California system. As little as ten years ago the percentage was significantly smaller.

In large part the growth in the number of lecturers and other non-ladder faculty positions over the past decade is a result of a soft academic labor market (that is, a high ratio of qualified people to available positions) combined with pressures on universities to deliver more services at a lower cost. The universities, in other words, have had their pick of good people willing to work under less-than-ideal circumstances.

Exploiting this soft academic labor market, the University of California created an academic underclass – a category of teachers and scholars who are treated as casual labor, who perform some of the least desirable academic chores, who enjoy few of the perquisites of regular faculty status, and who are excluded from institutional governance. For a long time it was almost impossible to hold the university accountable for how it treated this group of people.

REPRESENTATION ELECTION WON BY UC-AFT

During the 1983-84 academic year the University Council-American Federation of Teachers (UC-AFT) won a representation election among UC system lecturers and supervisors of teacher education. This allowed lecturers and supervisors of teacher education, who together constitute the unit-18 group, to take advantage of their right to bargain collectively under the state's Higher Education Employer-Employee Relations Act (HEERA). In May of 1984 the UC-AFT and the University of California sat down to negotiate the first faculty labor contract in the history of the UC.

These negotiations were to produce an agreement that would for the first time give unit-18 members a set of employment rights and protections similar to those enjoyed by regular faculty. Specifically, the UC-AFT bargaining team, which was made up of lecturers representing almost every campus, was seeking such things as greater equity in course load assignments, objective evaluations of performance, and the greatest possible measure of job security once competence had been demonstrated. The negotiations took 25 months to complete.

FIRST FACULTY CONTRACT RATIFIED

After a contract, or "memorandum of understanding," had been worked out by the bargaining team, it was submitted to unit-18 members for a vote to ratify or reject. In June 1986 the contract was overwhelmingly ap-

proved in a systemwide vote by unit members. The memorandum of understanding (MOU) went into effect on July 1, 1986, and was originally to run through June 1988. (In subsequent reopener talks, the University and the UC-AFT agreed to extend the duration of the contract to June 1990.)

WHAT THE MOU DOES

The unit-18 MOU now provides lecturers and supervisors of teacher education a legal tool for holding the University accountable for its treatment of a third of its faculty. It sets boundaries on permissible practices, defines unit members' rights, and provides formal mechanisms for resolving employment problems. It hasn't solved all problems stemming from the employment situation of lecturers and supervisors of education, but it represents a solid step in that direction.

Each year during winter quarter the University and UC-AFT meet in reopener talks to renegotiate troublesome articles in the MOU. These talks give us a chance to improve the MOU, to extend the rights and protections it gives unit-18 members, and to make it a better document for governing the University's employment practices relevant to lecturers and supervisors of education. Our goal is thus to keep the MOU evolving toward an ideal that reflects the most important interests and concerns of unit-18 members.

As a lecturer or supervisor of teacher education you are a member of unit-18 and are thus covered by all the relevant provisions of the MOU. You are covered regardless of the percent time or duration of your employment.

You are also covered whether or not you choose to join the UC-AFT. Nevertheless, you should join, and the union invites you to do so.

THE UC-AFT

The UC-AFT, by way of further background, is a union of senate faculty, lecturers, academic researchers, and librarians dedicated to making the University of California a better place in which to do academic work. The first local was established at Berkeley in 1963. There are now nine autonomous locals organized into the consortium called the University Council. The Council is not a parent bureaucracy but a coordinating and unifying body that gives locals strength on a statewide level. Affiliations with the California Federation of Teachers, the American Federation of Teachers, and the California Labor Federation add to this strength by providing even deeper pools of financial, legal, and technical resources from which to draw.

Although we bargain only for unit-18 members and librarians, membership in the UC-AFT is open to all University of California academic employees. Anyone who shares our goals of making the University a more humane, democratic, and open institution is encouraged to join.

THE UNIT-18 MEMBERS' HANDBOOK

Survival at UC: A Handbook for Non-Senate Faculty has been produced by the UC-AFT to help you understand the rights you have as a member of a collective bargaining unit. It

is not a substitute for the MOU, which the University is supposed to provide to you through your department. If you don't have a copy, obtain one from the Labor Relations Office on your campus (see list on the inside back cover of this handbook). *Survival at UC* is a summary guide to using the MOU to ensure that your employment with the University of California is rewarding and free of hassles. The following sections of this handbook describe key provisions and general features of the MOU and how to make the MOU work for you. Also offered are some suggestions for informal organizing within departments.

We hope you find this information helpful. And of course if you need further information or help, please do not hesitate to contact your local (see list on the inside front cover of this handbook).

YOUR CONTRACT WITH THE UNIVERSITY

The unit-18 memorandum of understanding is a formal agreement between representatives of the UC-AFT and the University. It is a legally binding document that establishes the general terms of employment for unit members in all departments of all UC campuses. In principle it should eliminate all employment disputes between unit members and the University by clearly specifying both parties' agreed-to rights and responsibilities.

But, as with any labor agreement, the real life of the MOU is in its implementation. So what is agreed to on paper, or seemingly agreed to on paper, may not be what is put into effect in every nook and cranny of the UC

system. That's not necessarily how things are supposed to be (although the MOU does have lots of flexibility built into it); it's just how things are. Thus, to make the contract work properly, people have to know what's in it, they have to know what it means, they have to make good faith efforts to implement it, and sometimes they have to be nudged.

Surprisingly, it is sometimes the University's central systemwide administration that must nudge recalcitrant middle-level campus administrators to do what the MOU requires. So must we, on occasion. We can do so through informal consultation, through the formal grievance and arbitration procedures built into the MOU, and, if necessary, through the administrative law courts. But what is most important to ensuring that you receive all the rights and benefits to which you are contractually entitled is your own familiarity with the MOU.

Our first recommendation, then, is that you obtain a copy of the MOU (it's a purple booklet) from your department or the campus Labor Relations Office. It is the University's responsibility to provide you with one. You may not find the bureaucratic language of the MOU fun to read, so we suggest using the table of contents to zero in on sections that are of particular interest to you. Two especially important articles that we want to call your attention to concern appointments and course loads.

Appointments – Article VII

Appointments are dealt with in Article VII. This article refers to the procedures that are

intended to govern hiring, evaluations, and re-hiring. Here (pp. 6-13) you will note that when you are first hired your letter of appointment – that is, your *individual* contract with the University – must specify the title of your position, the salary rate, the name of the employing department, the period(s) for which the appointment is effective, the percentage of time of the appointment, the nature of the appointment and the general responsibilities it entails, and the name of the person to whom you are to report. **Note:** Your appointment is not official until you receive and accept this letter. Nothing promised verbally means anything.

All these matters should be clear when an appointment is first made in order to avoid problems later. We recommend that you refer to Article VII with your letter of appointment in hand to make sure the letter is written properly and to see how other provisions of this article apply to your particular appointment. If anything seems improper, incomplete, or confusing, try to get clarification – in writing – from your department. It is also a good idea to contact the UC-AFT local if you have questions. **The UC-AFT urges everyone to apply every year, in writing, for reappointment.**

You should also note that Article VII, like some others in the MOU, is not subject to arbitration. That means that if there is a dispute concerning provisions of this article, it cannot be taken to an arbitration hearing for settlement; the UC-AFT and the University must resolve the dispute unaided. You should further note that the grievability of various other articles may be limited. Whenever you refer to an article in the MOU be sure to see what is specified regarding grievability (see Article XXXIII) and arbitrability (see Article XXXIV).

Evaluations of Your Performance – Article VII, Section B.2

We also want to draw your attention to Section B.2 of Article VII. This section concerns evaluations of your performance in the duties for which you are hired. The MOU requires that such an evaluation precede every reappointment. That means that prior to being rehired for another quarter, another year, or any period, you are entitled to a formal evaluation. Moreover, you must be informed of the purpose, timing, criteria, and procedures that will be followed in making this evaluation. We recommend that you consult, in writing, with your department chair or supervisor and suggest some form of peer review.

These matters are important because they ensure that you have a fair chance to demonstrate your competence and to establish a record of your competence. Future employment may hinge on such a record, so we recommend that you insist on strict adherence to the MOU. Again, if you have questions or concerns, don't hesitate to contact the UC-AFT local on your campus.

The Three-Year-Contract Review – Article VII, Section C

Section C of Article VII is especially important to long-term unit members. If as of July 1987 you had accumulated over 21 quarters (these need not be consecutive) of service time on your campus, then you must receive a major review this year. This review will determine whether you receive a subsequent ap-

pointment for a three-year period. Receiving the three-year appointment also depends, however, on continuing instructional need, for which your department must make a claim. If such a need exists and if your major review (see pp. 7-13 in the MOU) is favorable, then you will be offered a three-year contract. If you think you are eligible for a major review, inform your department chair or your program head in writing and suggest a peer review. It is also a good idea to contact your local UC-AFT president, who should have a list of people eligible for the reviews. Note: In some cases, the University has been applying budgetary or programmatic need criteria. These criteria are inappropriate. There are only two criteria: 1) instructional need and 2) excellence. Thus, the UC-AFT's position is that if your courses continue to be offered, you should be reviewed. Similarly, if you are not reappointed but another lecturer is hired to teach the courses you have been teaching, this too is unacceptable. If this happens to you, immediately contact your local grievance chair or committee.

Continuing Employment

ALL UNIT MEMBERS WHO DESIRE CONTINUING EMPLOYMENT SHOULD REAPPLY FOR THEIR JOBS AT THE BEGINNING OF WHAT WOULD OTHERWISE BE THEIR LAST QUARTER OR SEMESTER OF TEACHING. This is not a requirement of the MOU – it is just a way of protecting yourself. If you do not express interest in being reappointed, it could be very difficult later to contest an unfair termination. To reapply, simply send a brief letter *by registered mail* to your department chair or

program head. This letter accomplishes two things: it creates a formal record of your desire to be re-employed, and it sets the evaluation process in motion.

Instructional Workload – Article XXV

Article XXV, concerning instructional workload, is another article that you should read carefully. Note here (pp. 26-28 in the MOU) that the MOU sets upper limits of nine courses per year for a full-time appointment on a quarter schedule and six courses per year for a full-time appointment on a semester schedule. You should never be asked to teach more than this for a full-time appointment. In fact, you should almost always teach fewer courses, although your exact load will depend on department tradition, nonteaching duties you may be assigned, and the nature of the courses you teach.

There remains some disagreement regarding interpretation and implementation of this article. Some administrators have mistakenly interpreted the nine- and six-course limits as standards and have thus tried to impose inflexible teaching loads on lecturers. Other administrators have tried to usurp departmental prerogatives to set teaching loads. We are currently pursuing Unfair Labor Practice charges to resolve both problems.

In any case, to acknowledge problems in implementation and the need for unit members to be aware of their rights is simply to underscore the earlier point that the MOU cannot live only on paper. It must live principally in practice – on both an everyday basis and on occasions when special actions, such as grievances, are required (because they are

so important to making the MOU work, a separate section of the handbook will be devoted to discussing grievance procedures).

Instructional Support – Article VIII

The union's safeguards of working conditions include the provision of offices, phones, computers, typewriters, copiers, and office supplies, as well as clerical assistance, teacher's assistants, and readers to assure the quality of teaching.

UC-AFT faculty are eligible for instructional improvement grants and course development funds. Their applications and requests may not be lightly disregarded, nor may union membership act as an encumbrance. Information about campus teaching improvement grants and related matters must be made available to UC-AFT lecturers and supervisors of education the same as to all other faculty.

By October 1 each year the University is obliged to forward to the union a list of the grants applied for during the preceding academic year. The University must also list the number of union members who applied for funds and the number who were funded.

Leaves – Article XIII

Unit-18 members are entitled to time off for illness, injury, personal emergency, childbearing, vacation, military service, jury duty, witness duty, government service, and *professional meetings*. Other paid and unpaid leaves are also possible. Eligibility criteria and a description of each type of leave are provided

in Appendix D of the MOU.

While the UC-AFT has agreed that the University may change leave policy at its option, any changes must apply to all academics in and out of the union. The University will give the UC-AFT a month's notice of changes in the policy. Both parties have agreed to meet in advance and discuss leave policy alterations prior to their implementation, if possible. In addition, any changes in leave policy that affect only faculty/instructors in the unit (that is, lecturers) must be negotiated by both sides before being enacted.

Denial of leave to faculty in the unit must be reasonably justified by the University in writing. Unit faculty who are going on leave agree to consult with colleagues who, with the department chair's approval, are "closing ranks" to fill the vacancy. The substitutions are subject to departmental approval.

This article forbids firings, demotions, and pay freezes resulting from leave requests and receptions. A unit member's job cannot be unreasonably changed when he or she returns from a leave.

Leaves cannot extend beyond the end of the appointment. Paid leaves cannot be at a higher percentage rate than the appointment. Faculty on unpaid leave can continue their University-sponsored life insurance, medical, and dental coverage. To do this, they must arrange full payment *prior to taking leave*. Sick leave and credit for vacation, seniority, and retirement do not accrue on unpaid leaves after half a calendar month.

Travel and Per Diem – Article XIV

The reimbursement rates that the University offers its Senate faculty for travel and per diem apply to unit-18 faculty/instructors. The payment methods and practices are also the same.

Consultation

Professional consultation has been and continues to be an important tradition at the university. Faculty consult with one another, chairs consult with department members, and academic administrators consult with chairs and committees. Consultation topics run the gamut from educational policy to matters of office space. As a Non-Senate faculty member you too will be asked to consult in a variety of situations, and the MOU explicitly reinforces your rights and the appropriateness of your doing so. The UC-AFT encourages all unit members to take full advantage of this professional right and responsibility. Basically, any matter which may involve opinion, judgment, leeway, or flexibility is an area where you should seriously consider expressing yourself. Even though the contract may specify in some detail procedures and processes it is still reasonable for you to indicate your preferences and the reasons for them to your colleagues and supervisors. The following list illustrates

areas where we feel consultation is appropriate and in the best interests of both you and the university:

- Appointments Article → submit written comments for inclusion in your personnel file
- Appointments Article → suggest which departmental review procedure is your preference and why
- Leaves Article → assist and consult with colleagues who are taking over duties during leaves
- Layoff Article → discuss alternatives with chair or unit head
- Reassignment Article
- Instructional Workload Article → suggest verbally or in writing to departments of the appropriate workload and equivalencies of courses
- Released Time Article → discuss the best approach to released time, pedagogical concerns, and so on, for members who are on the collective bargaining team

This is by no means an exhaustive list. Please take the time to think through your standards and then communicate them appropriately.

THE MOU'S FUTURE

We should emphasize also that the MOU is an evolving document. It is subject to modification every year in "reopener talks" that permit the UC-AFT and the University to rene-

gotiate a limited number of articles. Problems with unclear or disputed language thus need not persist. Weak articles can be strengthened and new rights acquired. We encourage you to keep track of this process as it is reported in UC-AFT publications and to participate to the extent you are able. It is your input that will help improve the MOU. In 1990, unless otherwise agreed to, the MOU as a whole will expire, thus opening the door to further modifications. Again, your participation in this process will be vital to its success.

Finally, we want to emphasize that we do not see the MOU as eliminating the flexibility that is a traditional hallmark of academic employment. There is a great deal of flexibility written into the MOU; it permits many kinds of employment arrangements to meet the needs of individuals and departments. What the MOU does is to provide individuals with a foundation of rights, benefits, and protections that they would not otherwise have. Whatever "flexibility" this eliminates should not hamper a humane employer.

In short, the MOU is supposed to work to the mutual benefit of unit members and the University. If implemented in good faith and with good conscience, it should make unit members' employment more secure, predictable, productive, and rewarding. It should also benefit department chairs and program heads by providing guidelines for identifying and retaining the most competent teachers in the unit. Ultimately, then, the quality of academic employment, of scholarly work, and of education should improve throughout the UC system. These are the goals, in principle, of the MOU. We encourage your help with the practice.

GRIEVANCES

Problems occasionally arise in all employment relationships, even those governed by explicit agreements. Most such problems arise from misunderstandings rather than malice, and so are resolvable informally. This is fortunately true for most problems that arise for unit-18 members under the MOU. In a bargaining unit that includes over 2000 members in hundreds of departments at 9 universities, there are still surprisingly few occasions when formal grievances are necessary. Nonetheless, unit members should know when and why a grievance might be necessary and what it entails.

The Steps Toward Resolution

As implied, a grievance is a formal appeal to the University to review some practice that a unit member, usually acting in coordination with the local, contends is in violation of the MOU. Before a formal grievance is filed, the MOU (see Article XXXIII, pp. 37-40) calls for informal discussion of the problem between the unit member and his or her department chair or program head (Step 1). If the problem cannot be resolved in this way, a review of the informal discussion can be requested with the next higher-level academic administrator, typically the Dean (Step 2). If these two steps produce no resolution, then a written grievance can be filed with the University's grievance officer (Step 3), who will arrange a hearing within 15 days to review the matter.

Individuals can file and pursue grievances on their own or, as is usually the case, with the UC-AFT local acting as a representative. Although the procedures for filing grievances are not terribly complex, it is best to rely on the local grievance officer's familiarity with both the MOU and the grievance procedure. It is even possible for a local to file a grievance on behalf of an individual who wishes to remain anonymous. In general, however, unit members should not fear grievances, which are procedures agreed to by both the union and the University to resolve problems, not to create them.

Unit members should also keep in mind that failing to challenge questionable practices in a timely manner can lead to bigger problems later. If violations of the MOU are occurring they need to be brought to light and corrected. This is essential to preserving the force and integrity of the MOU. It is also essential to making the MOU work for everyone, because what is allowed to persist as an unresolved problem for one person may grow into a practice that affects many people and becomes more difficult as time goes by.

Knowing the Contract

There are some other general matters that unit members should be aware of with regard to pursuing a grievance. The first is the need to determine whether the MOU permits the issue in question to be grieved. Some MOU articles are not fully grievable. With some articles only procedural violations are grievable. That means you may or may not be able to use the grievance mechanism to challenge the

practice that has adversely affected you. This does not mean, however, that you have no recourse; it may simply be that other mechanisms will have to be used to solve the problem. For this reason we recommend that you always consult with your local if you suspect a violation of the MOU.

Watching the Time Limits

The second matter is the need to observe deadlines. The MOU specifies various deadlines for acting on apparent violations. When unit members experience or observe problems they should make an immediate attempt to clarify the situation – that is, get all the facts pertinent to determining if a violation of the MOU is occurring. They should then discuss the suspected violation with the local grievance officer. If the violation seems real, the next step is to immediately request in writing an informal meeting with the department chair or program head to seek resolution. Promptness is important because the MOU allows only 30 days to file a grievance from the time the apparent violation is observed. If dismissal is involved, the filing period is only 15 days.

Starting a File and Keeping It Current

A third general matter is the need for complete documentation. All paperwork pertinent to the problem should be gathered and copied. Without such documentation it is often extremely difficult to prove that a violation of the

MOU is occurring. The general rule to follow for your own protection is to put everything in writing and get everything in writing. Although verbal agreements have legal standing in some instances, nothing is as solid as a signed letter or memo.

Providing Clear, Complete, and Accurate Information

Unit members should also be completely candid in providing information to the local grievance officer. Anything less than complete openness about all the facts relevant to the case usually leads to a failed or abandoned grievance. Unit members should thus not only collect but also present clearly all pertinent information as soon as they contact the local grievance officer for assistance.

A final matter is that unit members should expect the local grievance officer to independently investigate the alleged violation. Being able to provide copies of pertinent documents will greatly aid this process. But additional inquiries are often necessary to obtain all the relevant facts. Independent investigation has sometimes found grievances to be groundless; it has also sometimes found them to be worse than charged. In any event, unit members should understand that independent verification of the facts of a case is crucial to successfully executing any grievance.

In sum, the procedure to follow if you suspect a violation of the MOU is this: 1) read the MOU carefully to determine what you think should be the case that isn't; 2) contact your local president or grievance officer to double check your understanding of the MOU; 3) re-

quest in writing that your department clarify the matter in question; 4) if you think a problem still exists, notify your local president or grievance officer that you are going to request an informal discussion of the matter with your department chair or program head (you may ask for union representation at this point); 5) if the informal discussion produces no resolution, move quickly to the next steps of the grievance procedure – remember, you have only 30 days to file a written notice, if it becomes necessary to do so.

If you get to the point of filing a written grievance, you will have to work closely with the local grievance officer to make sure that all specified procedures are followed, that all deadlines are met (or requests for extensions filed), and that all documentation is ready for the hearing. Although this may begin to sound rather involved, it is no more than is sometimes necessary to see that your contractual rights are protected and that the University meets its full obligations to you as an employer.

SOME FREQUENTLY ASKED QUESTIONS

If I'm a member of the bargaining unit, does it mean I'm also a member of the union?

No. It means only that the UC-AFT represents you, along with 2000 other unit members, at the bargaining table. To become a union member you have to join. Joining involves filling out a form that authorizes the University to deduct dues from your monthly pay check (dues are 0.85% of monthly gross for unit members).

Becoming a member makes you eligible for a wide range of services from the UC-AFT and from its affiliates (California Federation of Teachers, American Federation of Teachers). But more important, becoming a member means that you are contributing your share of support to the only organization that represents your interests in the UC system. Think of your dues as a reasonable premium on a fair employment insurance policy.

Does joining the union mean that I have to attend meetings and do union work?

We realize that not everyone has the time or inclination to attend meetings or take on new projects, so there is no expectation that you will. But we do always encourage members to participate in union activities to the extent they are able. Participation is what gets things done and keeps the union strong. If you join, we hope you will be able to participate. But even if you can't be active, your support in the form of paying dues is still vitally important. That support makes it possible for other people to carry on union work.

As an academic, belonging to a union seems strange to me. How will joining the union be perceived by my colleagues?

First, the union exists because it makes sense to act collectively when dealing with a powerful employer. As individuals we have little clout; as a group we can have a great deal. Belonging to a union is thus as natural for employees of a huge bureaucracy as it is for employees of a large industrial firm. If we believe that as intellectual workers we have a special responsibility

to exert control over the institution in which we work, then union membership as a way to accomplish this makes even more sense.

As for your colleagues, union membership for lecturers and supervisors of teacher education is generally perceived as politically innocuous. Certainly few would perceive it as a threat to collegiality. In fact, many of your colleagues, both non-senate and senate faculty, are probably union members themselves. Remember, the UC-AFT was launched by senate faculty, many of whom remain strong among its most active members today. And if you still think someone might be sensitive about it, keep in mind that union membership is a private matter. You can keep it that way, if you wish.

Does the MOU specify how much I should earn as a lecturer?

Not exactly. It does set upper and lower limits for various ranks, but it does not establish salary steps and levels that reflect experience or scholarly achievement. This means that your salary is largely a result of what you can negotiate with your department. Although your department chair or program head might say that the University can pay you only so much, this is a matter of budgetary or traditional constraints, not constraints imposed by the MOU.

Will I be eligible for merit raises as a lecturer?

It depends. Some departments create room for what are called merit raises by starting lecturers at lower salaries than they could pay, and then bringing salaries up over the years. If you wish to think of these as reflecting merit, fine; but they are not provided for by anything in the

MOU. However, those unit members who successfully pass the six-year review are guaranteed a merit review in each of their first two 3-year appointment periods. Salary increases other than these come as a result of legislatively approved increases for all UC faculty in the form of COLAs (cost of living adjustments).

What can I do if there is something I don't like about the MOU?

With such a large number of people in diverse situations falling under the province of the MOU, it's likely that a few people will be dissatisfied with its application in some cases. If you have any such troubles we would like of course to know about them. But don't think of this as griping to yet another bureaucracy that intrudes on your life. The UC-AFT is just a group of people like yourself – academic professionals who care about their work and want to have a say in determining the conditions under which it is done. If you have complaints or concerns you'd like to voice, the most effective thing you can do is to join and get involved. You might write an article for the local newsletter, become the campus representative to the University Council, join the UC-AFT bargaining team, or run for office in your local. In the long run, your participation could have significant consequences for thousands of people in the UC system, now and for years to come.

What do I do if a problem arises that isn't specifically addressed by the MOU?

Depending on the nature of the problem, you may still be able to have the UC-AFT represent you in dealing with the University. We have

many times in the past represented faculty members who were not covered by collective bargaining agreements, and have obtained favorable settlements without recourse to legal action. But if it seems that legal action is necessary to resolve a problem, the UC-AFT can provide financial support to undertake it. Subject to approval of the case, you may be able to get support from your local, from the University Council, and from the CFT's Teacher Legal Defense Fund.

What else does the UC-AFT do besides negotiate contracts and handle grievances?

The UC-AFT works continuously on a variety of projects. On individual campuses and across the system we have sought to counter threats to academic freedom, to eliminate sexual harassment from the academic workplace, to improve earthquake safety, to preserve retirement benefits, and to obtain more resources for undergraduate teaching.

One major project revolves around a legal suit to force the University to adopt an open files policy (in accord with the state constitution) that would permit faculty to see and respond to the information that is used to make promotion and tenure decisions. The purpose of this project is to abolish an archaic secret review system that cloaks bias and discrimination in faculty evaluations. If you are especially interested in this case, you can obtain a UC-AFT booklet that describes it in detail.

As a representative body the UC-AFT also occasionally passes resolutions that reflect the political sentiments of its members. We have, for example, passed resolutions favoring UC divestment from companies doing

business in South Africa, opposed the Gann Initiative, opposed U.S. military involvement in Central America, and favored the Red Sox in the 1986 World Series. The UC-AFT is also participating in forming a statewide alliance of organizations representing the interests of educators, so as to more powerfully lobby for those interests in the state legislature.

Who should I contact if I have a question or want more information?

If you're just looking for general information the best bet is to start with your local president, whose name and phone number is listed on the inside front cover of this handbook. If you have a specific question about the MOU you can contact your local president or the local's grievance officer. If you have difficulty reaching your local officers, call the contract administrator for your region (see the inside back cover).

ORGANIZING ON YOUR OWN

The MOU is a tool created by the University and the UC-AFT to improve the working conditions of the unit-18 members. But sometimes it takes a long arm to operate this tool. Even a campus local may have to reach far to see that it works properly in all departments. The problem is that operating the MOU at arm's length, so to speak, can be unwieldy. What is usually more effective is what can be done with the most finesse and control as close to the problem as possible.

This, then, is a plea for unit members in departments that employ other unit members

to get organized, so that problems can be avoided or resolved on the spot. In departments that employ few unit members such organization will not be elaborate; it may involve nothing more than getting acquainted and discussing any mutually perceived problems, and then speaking informally about them to a department chair or program head. In departments employing many unit members it is usually necessary to go beyond this, perhaps to forming a caucus to represent unit members' interests within the department.

We suggest this because there are departments where, sad to say, many lecturers have taught for years without knowing their colleagues. When unit members are so isolated it is impossible to see clearly what is happening in the department with regard to implementation of the MOU. It may even be difficult to see one's own situation clearly under such circumstances because of the lack of relevant comparisons. But what is certain is that disorganization on the department level virtually ensures that problems will persist and that people will feel powerless to resolve them.

Obviously, however, if big problems arise the local or even the University Council staff can be called on to help—that's the point of unionism. But many problems are small ones and may not even be addressed by the MOU. It is these things that require organization and on-the-spot response. By getting organized within a department all sorts of issues can be dealt with much more quickly and effectively than by asking the local to reach in with the MOU in hand.

As suggested, in big departments this might involve forming a non-senate faculty caucus that represents a collective voice to the

department regarding matters affecting non-senate faculty. Such a caucus can grow quickly out of one meeting of the department's non-senate faculty. Caucus members might simply be a few people willing to work for several months as a problem-solving and liaison committee within the department. If people collaborate equitably in doing this, it need not require a great deal of any one person's time.

The very creation of such a caucus represents an important step toward ensuring that someone, some representative group, takes the initiative to deal with minor problems and also reports problems that might involve violation of the MOU. Too often changeable things remain unchanged because no one feels responsible for taking the first step. An intradepartmental caucus can be given this responsibility. Of course it must also have the support of unit members in the department.

Rudimentary organization of this kind can make the MOU operate more smoothly by raising awareness of its requirements among both senate faculty and unit members. It can also make it easier to communicate with the local about more serious problems that might require intervention. But most important it can make it possible to address minor, day-to-day concerns within a department in a way that maintains collegiality. By thus relying on both the MOU and on internal organization, unit members in a department can exercise the greatest measure of control over the conditions under which they work.

Notes _____

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